

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687718689980

अनुबंध तिथि | Generated Date : 12-Jul-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4735868](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्रृष्ठा Type :	Central Government	पद Designation :	ASSISTANT PROFESSOR
मंत्रालय Ministry :	Ministry of Labour and Employment	संपर्क नंबर Contact No. :	08472-265563-
विभाग Department :	Employees State Insurance Corporation	ईमेल आईडी Email ID :	dr.shravankumar.kobal@esic.nic.in
संगठन का नाम Organisation Name :	Employees State Insurance Corporation	जीएसटीआईएन GSTIN :	-
कार्यालय क्षेत्र Office Zone:	ESIC DENTAL COLLEGE AND HOSPITAL KALABURAGI	पता Address :	ESIC MEDICAL COLLEGE AND HOSPITAL CAMPUS SEDAM ROAD KALABURAGI, GULBARGA, KARNATAKA-585106, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राप्तिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	Yes	Role:	BUYER
प्रशासनिक अनुमोदन का पदनाम	DEAN	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	DDF	पद Designation :	ASSISTANT PROFESSOR
Designation of Financial Approval :		ईमेल आईडी Email ID :	dr.shravankumar.kobal@esic.nic.in
		जीएसटीआईएन GSTIN :	-
		पता Address:	ESIC MEDICAL COLLEGE AND HOSPITAL CAMPUS SEDAM ROAD KALABURAGI, Gulbarga, KARNATAKA-585106, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	79A6180000581270
कंपनी का नाम Company Name :	H S Medical System
संपर्क नंबर Contact No. :	09911681745
ईमेल आईडी Email ID :	hsmedicalsystem@gmail.com
पता Address :	House No. 491-A3, ambedkar nagar, haider pur delhi, North West delhi, DELHI-110088, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-DL-06-0014228
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	07AOQPA1039M2ZT (B) , (R) , (M)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश Delivery Instructions : ok	
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#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : hsms Advanced Dental Chair basic with adjustable backrest with Lifting capacity of 150 - 180 Kg ब्रांड Brand : hsms ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की विवरण Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्भूति Category Name & Quadrant : Advanced Dental Chair (Q3) मॉडल Model: HSMS-03 एचएसएन कोड HSN Code: HSN not specified by seller	19	pieces	216,250	NA	4,108,750
कुल ऑर्डर मूल्य Total Order Value (in INR)						4,108,750

परेष्ठी विवरण Consignee Detail						
क्र.सं. S.No	परेष्ठी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
	पद Designation : -					

1	<p>ईमेल आईडी Email ID : dr.shravankumar.kobal@esic.nic.in संपर्क Contact : 08472-265563- जीएसटीआईएन GSTIN : - पता Address : ESIC MEDICAL COLLEGE AND HOSPITAL CAMPUS SEDAM ROAD KALABURAGI, GULBARGA, KARNATAKA-585106, India</p>	<p>hsms Advanced Dental Chair basic with adjustable backrest with Lifting capacity of 150 - 180 Kg</p>	-	19	12-Jul-2024	11-Aug-2024
Product Specification for hsms Advanced Dental Chair basic with adjustable backrest with Lifting capacity of 150 - 180 Kg						
विवरण Specification	उप-विवरण Sub-Spec	मूल्य Value				
Chair along with complete unit is suitable for		Right handed operator				
Chair has a baseless design		No				
Chair has provision for swivel of Dentist Arm Left/Right, with more than 300 degrees movement		No				
Chair has safety brake system at base and backrest while going down, for patient's exit position		No				
Lifting capacity of chair		150 - 180 Kg				
Operation		Electrical				
Lowest height of the chair in mm		300				
Height Adjustment range in mm		400				
Upholstery is Seamless and wipe disinfectable		Yes				
No of programs available		4				
Program for last working position		Available				
Program for return to 'zero position'		Available				
Synchronized backrest and footrest moment		No				
Headrest with multi-axis rotation and height adjustable		Yes(mechanical)				
Headrest with pneumatically controlled stop		No				
LED operating light		Yes (with touch free operation)				
LED operating light intensity		25,000-30,000 lux				
LED operating light colour temperature in K		5000				
LED operating light is colour corrected		No				
Rinsing water/Cup water heating facility available		No				
Spiteon		High finished Porcelain				
Spiteon comes with motorized motion and programmed cup filler and flush function		No				
Spiteon bowl removable		Yes				
Spiteon bowl swiveable		No				
Spiteon outlet has facilities of Biomedical waste treatment /water treatment		No				
Coupling for light cure unit available on assistant side also		No				
Three way syringe available on assistant side also		Yes				
High and low suction available on assistant side		Yes				
Comes with integrated LED light curing unit		Yes				
No of programs in integrated LED light curing unit		3				
No of eye protection shield supplied		1				
Suction		Compatible with vacuum capacity of 100mbar or less at 250 litres/min				
Dentist side control		Underhanging design				
Dentist side control has 6 way syringe		No				
Dentist side Control has 3 way syringe		Yes				
Dentist side control has Provision for brushless micromotor with speed range upto 40000 rpm		Yes (non-fibre optic)				
Dentist side control has Provision for Fibre optic airotor terminal		1				
Dentist side control has provision of Non-Fibre optic airotor terminal		1				
Dentist side control has Provision for scalar terminal		Yes (non-fibre optic)				
Controls for airotor and micromotor		both on control panel and foot rest				

Performance Parameters	Has provision to automatically emit an airjet when operator stops handpieces so as to clean any residual liquids or solids from the hand piece	Yes
	Instrument tray	High quality stainless steel, Autoclavable
	Compressor	Dental Chair shall be supplied with suitable oil free, Medical grade, noise free and with anti-bacterial coating Air Compressor, with capacity to run single dental chair unit
	Tank capacity of compressor	20- 30 litres
	Airflow at 5 bar in litre per minute	65
	Integrated back-lit radiographic image viewer	For IOPA only
	Operator stools supplied with chair	2
	No of castors in operator stool	5
	Operator stool has ergonomic design	yes
	Operator stool is with backrest	Yes
	Operator stool design	basic with adjustable backrest
	Micromotor (Autoclavable)	With 1:1 direct drive technology, internal spray mode available, non retraction type
	Micromotor (Autoclavable) in built with chair	No
	Micromotor speed control minimum	40000
	Ultrasonic Scaler supplied	Yes
	Make of Ultrasonic scaler (Autoclavable)	Non fibre optic
	Fibre optic contrangle handpiece autoclavable head for micromotor (WITH PUSH BUTTON)	NA
	Non Fibre optic contrangle handpiece autoclavable head for micromotor (WITH PUSH BUTTON)	1
	Fibre optic contrangle handpiece autoclavable head for micromotor (WITHOUT PUSH BUTTON)	NA
	Non Fibre optic contrangle handpiece autoclavable head for micromotor (WITHOUT PUSH BUTTON)	NA
	Autoclavable Fibre optic airotor handpiece (standard head with push button)	NA
	Autoclavable Fibre optic airotor handpiece (mini head with push button)	NA
	Autoclavable Non Fibre optic airotor handpiece (standard head with push button)	1
	Autoclavable Non Fibre optic airotor handpiece (standard head without push button)	NA
	Autoclavable Non Fibre optic airotor handpiece (mini head with push button)	NA
	Autoclavable Non Fibre optic airotor handpiece (mini head without push button)	NA
	Fibre optic straight handpiece for micromotor (autoclavable)	NA
	Non Fibre optic straight handpiece for micromotor (autoclavable)	1
	Periodontal function tips along with scaler	4
	Stabilizer	Comes with stand alone stabilizer
	Capacity of stabilizer	NA
	Trouble shooting guidelines	Printed and Electronic form
	The main equipment and all accessories/attachments are from reputed OEM's with the product /products displayed in OEM website	Yes
	Power supply	220-230V , 50 Hz single phase
	Conforming standard for Medical electrical equipment General requirements for safety	IEC/EN 60601-1:2005
	Warranty in years	5
	CMC offered post warranty in years	5
	Whether warranty provided shall be applicable if product used outside India by any buyer	Yes
	Control panel	without display
	Control panel has Modes available to control airotor and micromotor RPM	

	and torque	No
	Remote control	No remote control panel
Material Parameter	Material of the chair	Alumininum
	Padding	Fixed
	Padding material	high density PU foam
	Colours available	YES
Additional Parameters	Structure is rust proof	Yes
	There is possibility to bypass mains water with supply from fresh water bottle	No
	Comes with integrated medical grade touch screen flat panel mounted on an arm that should rotate and tilt for comfort viewing of doctor and patient	No
	Size of touch screen flat panel of integrated medical grade screen in inches	NA (for not provided)
	OEM representation in Indian market (in Years) hint: Documents should be supplied on buyers demand	3 years or more
	The chair might be required to be installed at remote/ field locations in India, OEM will provide prompt Installation, user training, service anywhere in India as and when required	No
	Product instruction manual to be supplied	Yes
	Resolution of screen	1360 x 768
	Comes with in built Intraoral Camera	No
	Comes with inbuilt RVG	No
Reports	Conformity of product certifications	ICMED 13485 plus
	Certification date and number	ICMED/23M02392/19/08/23
	Copies of all certifications and reports to be provided to buyer on demand at time of supplies	Yes

टिप्पणी| Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for hsms Advanced Dental Chair basic with adjustable backrest with Lifting capacity of 150 - 180 Kg

सेवा वर्ष Service Year	सीएमसी प्रतिशत CMC Percentage	कर विभाजन Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	3%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	3%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	3%	
CMC charges for 4 th year after warranty period in % of cost of equipment	3%	
CMC charges for 5 th year after warranty period in % of cost of equipment	3%	

खरीदार परिभ्राष्टि अतिरिक्त विशेषता के लिए | Buyer Defined Additional Specification for hsms Advanced Dental Chair basic with adjustable backrest with Lifting capacity of 150 - 180 Kg

विवरण Specification	मूल्य Value
specification	attached in ATC.

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया |Extended Upto : 2024-03-25 16:00:00

सीएमसी के लिए अतिरिक्त खंड |Additional Clauses for CMC

- CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- GST shall be included in the CMC Charges quoted.
- Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on

Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C+C^*{(A1/100)/(1.10^n)+(A2/100)/(1.10^{n+1})+(A3/100)/(1.10^{n+2})+(A4/100)/(1.10^{n+3})+(A5/100)/(1.10^{n+4})}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें| Terms and Conditions

1. Special terms and conditions- Version:3 effective from 24-07-2023

- 1.1. 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

6. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be

including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

7. Service centres: Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. Installation, Training, Manuals: Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. Electrical safety checking: Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. Software: All software updates should be provided free of cost during warranty period.

2. General Terms and Conditions-

- 2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 2.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

3. Buyer Added Bid Specific Terms and Conditions-

3.1 *Generic*

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3.2 *Generic*

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3.3 *Scope of Supply.*

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3.4 *Turnover.*

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3.5 *Turnover.*

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

3.6 *Purchase Preference (Centre).*

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the

purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

3.7 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

3.8 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.9 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3.10 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3.11 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

3.12 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

3.13 Certificates:

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

BIS, ISO, CE, IEC-60601-1

3.14 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 10 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

3.15 Sample Clause:

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 10 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 15 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

3.16 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ESIC FUND ACCOUNT NO 1

payable at

KALABURAGI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3.17 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESIC FUND ACCOUNT NO 1

payable at

KALABURAGI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

3.18 Financial Criteria:

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

3.19 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Demonstration to be given during Technical Evaluation and not after issuing of Work Order.

2. CMC should be quoted for 5 Years (Starting from 6th to 10 years) after completion of Warranty.

3. Warranty to be on site.

4. Additional Specification are required as per attachment.

3.20 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

3.21 Generic:

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

3.22 Generic:

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.
